

AI Terms

These AI Terms ("AI Terms") apply to artificial intelligence provided with the SaaS ("AI Technology(ies)"). Any third-party terms applicable to third party components shall apply and take precedence over these AI Terms as it relates to such third-party components.

1. Results

- 1.1. "**Result(s)**" means any results generated while operating the AI Technologies or any content generated by AI Technologies as output, based on the data and other source content provided including without limitation Customer Data, and the data used to train the AI Technologies.
- 1.2. It is acknowledged and agreed that:
 - (a) Results are provided for assistance and information purposes only and do not entail or constitute legal, financial, operational or professional advice;
 - (b) Results are created based on a statistical analysis of the source content, without any understanding of the source content as such;
 - (c) all Results depend on the quality of the input data or other source content on which the Results are based, and IFS cannot have and does not accept any liability of any kind for any inaccurate or incomplete data or source content; and
 - (d) given the nature of AI functionality, its use may result in incorrect, incomplete, biased, unfair, unexpected or inaccurate Results, or which is otherwise unfaithful to the provided source content.
 - (e) Customer is solely responsible for:
 - (i) The accuracy and quality of Customer Data and for any Results
 - (ii) Having all rights, licenses and permissions needed to input Customer Data into the AI Technologies; and;
 - (ii) Implementing appropriate controls and human oversight for verification and validation of bias within any source content and Results (which may require obtaining professional advice as appropriate), and the reliance on, and any decision, action or omitted action based on, any Results (including deciding whether any Results are suitable for the specific purpose to which they are put).
- 1.3. Without prejudice to Customer's rights in Customer Data:
 - (a) Results may not qualify for intellectual property protection;
 - (b) Similar or the same Results may be produced by the Software in response to similar requests from different customers; and
 - (c) Customer's rights in any Results may not be enforceable against other users of the AI Technologies; and in any event, Customer's ownership in the Results is subject to IFS and/or its licensor's ownership rights in AI Technologies, Documentation, and data used to train the AI Technologies ("IFS Materials"). Customer is granted a license to use, and may only use, the IFS Materials in the Results to the same extent as Customer is permitted to use the SaaS.
- 1.4. IFS's indemnification obligations, to the extent provided in the Agreement, shall apply to the AI Technologies, but not to the Results. IFS disclaims all liability arising from Results that infringe third party IP rights.

2. Legal Framework

Customer acknowledges that the legal framework applicable to and the interpretation of competent courts and authorities regarding the use of certain AI Technologies is evolving and may be subject to future changes. If a change in law or the interpretation of a competent court or authority results in restrictions in the use of certain technology in the SaaS, Customer accepts that the scope of use may need to be reduced or the impacted technology be amended, replaced or discontinued to address such restrictions.

3. Acceptable Use

- 3.1. Customer will use the AI Technologies responsibly, in a legally compliant manner and for internal business purposes only.
- 3.2. Customer will not:
 - (a) Use the AI Technologies or the Results to develop, train, or improve other AI functionality, services or AI models, unless explicitly permitted by IFS,
 - (b) Use web scraping, web harvesting, or web data extraction methods to extract data from the AI

Technologies or Results

- (c) Represent that Results were human-generated, or
- (d) Input any personal data or images of individuals into the AI Technologies.

- 3.3. Customer will not circumvent measures made available by IFS or a third-party, including but not limited to those intended to help prevent copyright infringement, data breaches, or security incidents.
- 3.4. Customer will not process any health information protected by regulations that control the use of medical data by AI functionality including without limitation, the GDPR, AI Act and the Health Insurance Portability and Accountability Act (including any implementing regulations and as amended from time to time).